

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Smooth Fitness, LLC		09/23/2013	LIMITED LIABILITY COMPANY: DELAWARE
iHeater, LLC		09/23/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Siena Lending Group, LLC		
Street Address:	1177 Summer Street		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06905		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Serial Number:	85802141	ADVANCING COMFORT	
Serial Number:	85802146	COMFORTCORE	
Serial Number:	77006246	DMT	
Serial Number:	85866026	ELLIPTICYCLE	
Serial Number:	77642644	IHEATER	
Serial Number:	85802147	IHEATER MAX	
Serial Number:	85802149	IHEATER MICRO	
Serial Number:	85802150	IHEATER MID	
Serial Number:	85802152	IHEATER MINI	
Serial Number:	85802139	REALM	
Serial Number:	85866164	SITNCYCLE	
Serial Number:	77674497	SMOOTH FITNESS	

OP \$315.00 85802141

CORRESPONDENCE DATA**Fax Number:** 2158325619*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.***Phone:** 215-569-5619**Email:** pecsenye@blankrome.com**Correspondent Name:** Timothy D. Pecsénye**Address Line 1:** One Logan Square**Address Line 2:** 8th Floor**Address Line 4:** Philadelphia, PENNSYLVANIA 19103-6998**ATTORNEY DOCKET NUMBER:**

140690-01005

NAME OF SUBMITTER:

Timothy D. Pecsénye

Signature:

/Timothy D. Pecsénye/

Date:

11/18/2013

Total Attachments: 11

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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 23rd day of September, 2013 by **SMOOTH FITNESS, LLC**, a Delaware limited liability company ("Smooth Fitness") and **IHEATER, LLC**, a Delaware limited liability company ("iHeater") and, together with Smooth Fitness, collectively the "Grantors" and each a "Grantor") in favor of **SIENA LENDING GROUP LLC** (the "Lender").

W I T N E S S E T H

WHEREAS, Grantors, as borrowers (the "Borrowers") have entered into that certain Loan and Security Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), by and among Borrowers and Lender, pursuant to which Lender provided for the extension of credit to be made to Borrowers; and

WHEREAS, each Grantor has granted to Lender a security interest in certain of the assets of such Grantor including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined below), together with the goodwill of the business symbolized by such Grantor's Trademarks and all products and proceeds thereof, and all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired Patents (as defined below) and all products and proceeds thereof, to secure the payment of all amounts owing by the Borrowers to the Lender under the Loan Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized herein but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Definitions. The following terms have the meanings set forth below:

"Patents" means (a) all of each Grantor's now-owned or existing or thereafter acquired or arising, right, title and interest in and to any and all patents and patentable intellectual property (whether statutory or common law, whether established or registered in the United States or any country or any political subdivision thereof), patent registrations and renewals, and applications for patent registrations and renewals, (b) all income, royalties, damages and payments now or hereafter due and/or payable under or with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past, present or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, (d) all other rights corresponding thereto throughout the world and (e) all proceeds thereof.

"Trademarks" means (a) all of each Grantor's now-owned or existing or thereafter acquired or arising, right, title and interest in and to any and all trademarks and intellectual property that may be trademarked (whether statutory or common law, whether established or registered in the United States or any country or any political subdivision thereof), trademark registrations and renewals, and applications for trademark registrations and renewals, (b) all income, royalties, damages and payments now or hereafter due and/or payable under or with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past, present or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, (d) all other rights corresponding thereto throughout the world and (e) all proceeds thereof.

3. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations under the Loan Agreement, each Grantor hereby grants to Lender and hereby reaffirms its prior grant pursuant to the Loan Agreement, of a continuing security interest in and Lien on the Patents and Trademarks, with power of sale to the extent permitted by law.

4. Covenant. Each Grantor agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Patents and Trademarks except as permitted by the Loan Agreement without prior written consent of Lender.

5. Representations, Warranties and Agreements. Each Grantor hereby represents and warrants to, and agrees with Lender that Schedule 1 hereto accurately lists all registered Patents and Trademarks owned by such Grantor as of the date hereof.

6. Termination. This Agreement shall continue in effect until all of the Obligations are paid in full in cash and satisfied in full and the Loan Agreement is terminated.

7. Power of Attorney. To facilitate Lender's taking action under this Agreement, after the occurrence and during the continuance of an Event of Default, each Grantor hereby irrevocably appoints Lender, or its delegate, as the attorney-in-fact of such Grantor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of such Grantor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by such Grantor necessary for Lender, after the occurrence and during the continuance of an Event of Default, to exercise its remedies under the Loan Agreement, this Agreement and at law or equity. Each Grantor hereby ratifies all that such attorneys-in-fact shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein is coupled with an interest and shall be irrevocable until the payment and performance in full of all Obligations and termination of the Loan Agreement.

8. Governing Law. **THIS AGREEMENT, ALONG WITH ALL OTHER LOAN DOCUMENTS (UNLESS EXPRESSLY PROVIDED OTHERWISE IN SUCH OTHER LOAN DOCUMENT) SHALL BE GOVERNED BY AND CONSTRUED IN**

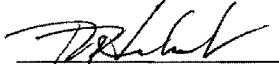
ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED THEREIN WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES (EXCEPT 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATION LAW). FURTHER, THE LAW OF THE STATE OF NEW YORK SHALL APPLY TO ALL DISPUTES OR CONTROVERSIES ARISING OUT OF OR CONNECTED TO OR WITH THIS AGREEMENT AND ALL SUCH OTHER LOAN DOCUMENTS WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES (EXCEPT 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATION LAW).

9. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts. Delivery by facsimile or electronic transmission shall bind the parties hereto.


[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantors have duly executed this Agreement as of the date first written above.

SMOOTH FITNESS, LLC, as Grantor

By: 
Name: Richard T. Hebert
Its: President and Chief Executive Officer

IHEATER, LLC, as Grantor

By: 
Name: Richard T. Hebert
Its: President and Chief Executive Officer

SIGNATURE PAGE TO PATENT AND TRADEMARK SECURITY AGREEMENT

Acknowledged and accepted:

SIENA LENDING GROUP LLC,
as Lender

By: 

Name: Anthony M. Avinio

Its: Authorized Signatory

By: 

Name: Steven Sanicola

Its: Authorized Signatory

SIGNATURE PAGE TO PATENT AND TRADEMARK SECURITY AGREEMENT

SCHEDULE 1**Patents**

Grantor	Patent	Patent Application Number and Country if not USA	Patent Registration Number and Country if not USA
iHeater, LLC	Heater	29/354,478	
iHeater, LLC	Heater	29/363,438	
iHeater, LLC	Electric Heater	29/423,832	
iHeater, LLC	Electric Heater	29/423,836	
iHeater, LLC	Window Fan	29/437,237	
iHeater, LLC	Tower Fan	29/437,245	
iHeater, LLC	Electrical Air Conditioning Device	61/655,955	
iHeater, LLC	Expandable Window Fan	61/726,547	
iHeater, LLC	Multi-Tower Fan	61/726,549	

Trademarks

Grantor	Trademark Title	Trademark Application Number and Country if not USA	Trademark Registration Number and Country if not USA
iHeater, LLC	IHEATER	1437769 (Canada)	TMA783,338 (Canada)
Smooth Fitness, LLC	SMOOTH FITNESS	1441049 (Canada)	TMA783631 (Canada)
Smooth Fitness, LLC	SMOOTH FITNESS & Design	1443320 (Canada)	TMA818041 (Canada)
iHeater, LLC	ADVANCING COMFORT	85/802,141	
iHeater, LLC	COMFORT CORE	85/802,146	
Smooth Fitness, LLC	DMT	77/006,246	3,414,959

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Smooth Fitness, LLC	ELLIPTICYCLE	85/866,026	
iHeater, LLC	IHEATER	77/642,644	3,656,284
iHeater, LLC	IHEATER MAX	85/802,147	
iHeater, LLC	IHEATER MICRO	85/802,149	
iHeater, LLC	IHEATER MID	85/802,150	
iHeater, LLC	IHEATER MINI	85/802,152	
iHeater, LLC	REALM & DESIGN	85/802,139	
Smooth Fitness, LLC	SITNCYCLE	85/866,164	
Smooth Fitness, LLC	SMOOTH FITNESS & Design	77/674,497	3,846,000

POWER OF ATTORNEY

Dated as of September 23, 2013

SMOOTH FITNESS, LLC, a Delaware limited liability company ("Smooth Fitness"), and **IHEATER, LLC**, a Delaware limited liability company ("iHeater") and, together with Smooth Fitness, collectively the "Grantors" and each a "Grantor") hereby authorize **SIENA LENDING GROUP LLC**, its successors and assigns, and any officer or agent thereof (collectively, "Lender") under that certain Loan and Security Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), by and among Grantors, as borrowers and Lender, following the occurrence and during the continuance of an Event of Default as the true and lawful attorney-in-fact of each Grantor, with the power to endorse the name of such Grantor on all applications, assignments, documents, papers and instruments necessary for Lender to enforce and effectuate its rights under that certain Patent and Trademark Security Agreement between Grantors and Lender dated as of the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Patent and Trademark Security Agreement"), including, without limitation, the power to (a) record its interest in any Patents or Trademarks (as defined in the Patent and Trademark Security Agreement) or additional patents and trademarks in the United States Patent and Trademark Office or other appropriate governmental office, (b) to execute on behalf of each Grantor a supplement to the Patent and Trademark Security Agreement, (c) to use the Patents and Trademarks in connection with exercising its rights and remedies under the Loan Agreement, including without limitation in connection with the sale of inventory or Collateral, (d) to grant or issue any exclusive or non-exclusive license under the Patents and Trademarks to anyone else, or (e) to assign, pledge, convey or otherwise transfer title in or dispose of the Patents and Trademarks to anyone else, in each case subject to the terms of the Patent and Trademark Security Agreement and Loan Agreement. Nothing herein contained shall obligate Lender to use or exercise any rights granted herein.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Loan Agreement.


Each Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Patent and Trademark Security Agreement and the Loan Documents.

This Power of Attorney shall be irrevocable until all of the Obligations have been indefeasibly paid and fully satisfied in full in cash, Lender's commitment to make Revolving Loans and issue Letters of Credit under the Loan Agreement has expired or terminated and the Loan Agreement has been terminated.

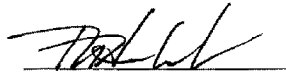
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IN WITNESS WHEREOF, Grantors have executed this Power of Attorney as of the date stated above.

SMOOTH FITNESS, LLC, as Grantor

By: 
Name: Richard T. Hebert
Its: President and Chief Executive
Officer

IHEATER, LLC, as Grantor

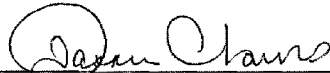
By: 
Name: Richard T. Hebert
Title: President and Chief Executive
Officer

SIGNATURE PAGE TO POWER OF ATTORNEY – PATENT AND TRADEMARK
SECURITY AGREEMENT

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF PA : SS
COUNTY OF MONTGOMERY

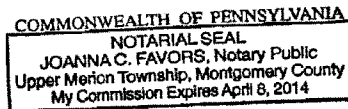
On this 23 day of September, 2013, before me personally appeared Richard T. Hebert, to me known and being duly sworn, deposes and says that he is authorized to sign on behalf of Smooth Fitness, LLC, a Delaware limited liability company, that he signed the Power of Attorney pursuant to the authority vested in him/her by law; that the within Power of Attorney is the voluntary act of such company; and he desires the same to be recorded as such.



Notary Public

My Commission Expires

April 8, 2014

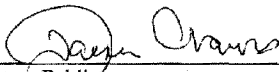


NOTARY PAGE TO POWER OF ATTORNEY – PATENT AND TRADEMARK SECURITY
AGREEMENT

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF PA : SS
COUNTY OF MONTGOMERY:

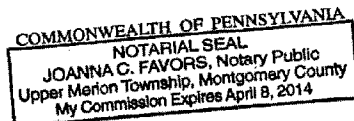
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NOTARY PAGE TO POWER OF ATTORNEY – PATENT AND TRADEMARK SECURITY
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